

REQUEST FOR PROPOSALS

TECHNICAL ASSISTANCE FOR THE

JORDAN SMART CARD TECHNOLOGY

Submission Deadline: **4:00 pm**

LOCAL TIME

JANUARY 26, 2009

Submission Place: Tendering Department – 3rd floor
Ministry of Information and Communications Technology 8th
Circle P.O. Box 9903
Amman 11191 Jordan
Tel: 00 (962) 6 580-5642
Fax: 00 (962) 6 586-1059

SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant to the Government of Jordan (GOJ) for Technical Assistance related to the introduction of a national Smart Card. The grant agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to carry out the Technical Assistance.

1.1 BACKGROUND SUMMARY

Jordan has adopted a comprehensive Information and Communications Technology (ICT) sector modernization as a principle agent for national transformation and development. Jordan lacks the natural resources of its oil-rich Middle Eastern neighbors and seeks to establish a future base of employment for its young population. The government has exercised strong leadership in ICT to diversify the economy into IT and knowledge-based services. King Abdullah's REACH Initiative (Regulatory Framework, Enabling Environment, Advancement Programs, Capital & Finance, and Human Resource Development), announced at Davos in 2000, has been the catalyst for a number of policy initiatives and reforms in the ICT sector. Consequently, Jordan has become a leader for best practices in ICT policy. This has occurred also in part due to significant donor programs – many led by USAID. A tremendous amount of intellectual capital has been invested to develop the umbrella "e-Jordan Program" as well as tributary initiatives for telecoms reform, e-government, e-learning and so on. The result is a robust policy level platform to enable the success of ICT projects.

Ken Zita of Network Dynamics Associates was selected by USTDA to evaluate a number of ICT opportunities in Jordan and the West Bank. As a result of his discussions with various Jordanian officials, Mr. Zita identified this project as a developmental priority for Jordan. Its implementation would bring substantial development benefits as well as a likelihood of generating U.S. exports. The grant was signed by the Minister of Planning and International Cooperation on behalf of the Ministry of Interior (MOI). While MOI is the primary implementing body, it is advised closely by the Ministry of Information and Communications Technology.

In March 2008, MOI issued a Request for Information, whereby interested companies describe their technologies, qualifications and solutions in a formal document to the ministry. This is a way for MOI to learn more about the market and the state of technology. MOI has been making concrete steps toward the implementation of the Smart Card Technology; however, it would benefit greatly from technically sound advice and recommendations to successfully implement this very complicated project. The Technical Assistance consultant would assist GOJ in defining the strategy for the implementation of the Smart Card, identify the government's needs, and assist in preparing the tendering documents for the implementation of the Smart Card project. MOI has planned to implement the Smart Card technology in three phases. USTDA funding would support the implementation of the first phase, which would include the national identity card, voting application, health insurance card, drug dispensing card, and an electronic

authentication for online government services. Phases two and three would expand the Smart Card to other areas that have not yet been formally defined.

Jordan's Smart Card project is a stated national priority project that has the personal support of the King, the Royal Court, the National Security and Crisis Management Center and the national government. Through the implementation of the Smart Card project, Jordan seeks to stimulate and catalyze electronic transactions throughout the Jordanian government and economy. The Smart Card system is intended as a centerpiece of Jordan's overall e-government program. Since Jordan is in the information gathering stage of the procurement process, it is precisely at this time that the government requires technical and management assistance to bring the project to fruition. This project represents an opportunity for USTDA to make a significant impact on an important initiative.

A background Definitional Mission is provided for reference in Annex 2.

1.2 OBJECTIVE

The purpose of the Technical Assistance is to assist the Grantee to assist in preparing the national strategy; define applications; examine and evaluate technical options; and assist the government with a plan to rapidly introduce a Smart Card framework under a tight timetable. The prime objective of this project is to promote a more efficient and modern government infrastructure. The Smart Card technology would positively impact the accuracy and organization of elections, health care, immigration, passport control, alien documentation, and other important governmental functions. Additionally, the Smart Card program would improve the readiness and technological interoperability among government entities, and ensure better interaction between citizens and government offices.

The Terms of Reference (TOR) for this Technical Assistance is attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted; upon detailed evaluation of technical proposals, one firm will be selected for contract negotiations. The amount for the negotiated contract has been established by a USTDA grant of U.S. \$410,083 dollars.

1.4 CONTRACT FUNDED BY USTDA

The negotiated contract will be funded by USTDA in accordance with the terms and conditions of its grant to the Grantee. The contract must include certain USTDA mandatory clauses relating

to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA mandatory clauses are attached at Annexes 3 and 4 for reference.

Section 2: INSTRUCTIONS TO PROPOSERS

2.1 PROJECT TITLE

The project is called "Jordan Smart Card Technology"

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal including qualifications statement.

The term "Offeror" means the U.S. individual, or U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DEFINITIONAL MISSION REPORT

USTDA sponsored a Definitional Mission to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. A copy of the Report is attached at Annex 2 for background information only.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Technical Assistance.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution, and completion of the Technical Assistance.

2.5 PROJECT FUNDING SOURCE

The Technical Assistance will be funded under a grant from USTDA. The total amount of the grant is not to exceed U.S. \$410,083 dollars.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal or any other cost incurred by Offeror prior to issuance of an agreement or contract. Neither USTDA nor the Grantee assumes any contractual obligation as a result of the issuance of this proposal request, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, or final selection.

2.7 TAXES

Offerors should submit proposals which note that in Annex 4, USTDA Mandatory Contract Provisions, USTDA funds are not to be used to pay taxes or duties under the laws of host country.

2.8 CONFIDENTIALITY

The Grantee will use its best efforts to preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive and concise description of the Offeror's capabilities to satisfy the requirements of the RFP. There is no necessity for expensive bindings, colored displays, or other promotional material unless such material is absolutely pertinent to the proposal. Emphasis should be placed on completeness and clarity of content.

2.10 SUBSTANTIVE PROPOSALS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for himself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from host country for up to 20 percent of the amount of the USTDA grant. USTDA nationality requirements are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The **Cover Letter** in the proposal must be addressed to:

Tendering Department – 3rd floor
Ministry of Information and Communications Technology 8th
Circle P.O. Box 9903
Amman 11191 Jordan
Tel: 00 (962) 6 580-5642
Fax: 00 (962) 6 586-1059

An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 pm, on January 26, 2009.

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened.

Upon timely receipt, all proposals become the property of the Grantee.

2.14 PACKAGING

Each proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including "original" or "copy number x"; the original and eight (8) copies should be collectively wrapped and sealed, and clearly marked for content.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly labeled.

2.15 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.16 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for sixty (60) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.17 EXCEPTIONS

Firms agree by their response to the RFP announcement to abide by the procedures set forth therein. Material modifications in the TOR or responsibilities of the parties will not be accepted.

Any exceptions in the proposal shall be clearly identified, and shall include the scope of such exception, and its impact, on the procurement. The Grantee shall make final determination as to the responsiveness of such exceptions and their acceptability.

2.18 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory and Technical Assistance services similar to those required in the TOR, with at least one project in the Middle East.

2.19 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals and to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part if it is deemed in the best interest of the Grantee.

2.20 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of consultants and subcontractors. USTDA nationality provisions are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all mandatory USTDA clauses, to be inserted in all subcontracts ensuing to ensure fulfillment of all contractual provisions by subcontractors.

2.21 AWARD

An award resulting from this RFP shall be made to the best qualified Offeror, taking into consideration the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

2.22 COMPLETE SERVICES

The successful Offeror shall be required to (a) furnish all supplies, supervision, transportation, and other execution accessories, services, and facilities; (b) provide and perform all necessary labor; and (c) in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete all specified work to the satisfaction of the Grantee.

2.23 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. Upon approval of each invoice, the Grantee will forward the invoice to USTDA which will process payment to the Contractor. All payments by USTDA under the Grant Agreement will be made in U.S. currency.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. No cost proposal is required as the value of the USTDA grant is established at U.S. \$410,083 dollars.

Offerors shall submit one (1) original and eight (8) copies of the proposal. Proposals received by fax cannot be accepted.

The following sections and content are required for each proposal:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Introduction and Executive Summary,
- Company Information,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan,
- Experience and Qualifications, and
- Miscellaneous.

Detailed requirements and directions for the preparation of each section are presented below.

3.1 SECTION 1: INTRODUCTION AND EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major facts or features of the proposal, including any conclusions, assumptions, and generalized recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 SECTION 2: COMPANY INFORMATION

3.2.1 Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), similar information must be provided for each subcontractor. Offerors are requested to limit the length of the Company Profile Information to one (1) page per firm.

1. Name of firm and business address, including telephone and fax numbers.
2. Year established (include former firm names and year established, if applicable).
3. Type of ownership and parent company, if any.
4. Project Manager's name, address, telephone and fax number, if different from (1).

3.2.2 Offeror's Authorized Negotiator

Provide name, title, address, telephone and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

3.2.3 Negotiation Prerequisites

1. Discuss any impact of any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Technical Assistance as proposed and within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

3.3 SECTION 3: ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Technical Assistance. Identify the Project Manager who will be the individual responsible for this project. The Project Manager must have the responsibility and authority to act on behalf of the Offeror in matters related to the proposed Technical Assistance.

Provide a listing of personnel (including subcontractors and consultants) to be engaged in the project, either U.S. or local with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the organizational relationship between the firms must be described.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 SECTION 4: TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed technical approach and work plan. Discuss the project requirements as perceived by the Offeror. Include a brief narrative of tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Technical Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Technical Work Plan, and previous project experience, explain when and where Offeror will require support from the Grantee. Detail the amount of staff time required by the Grantee or participating agencies and any work space or facilities needed to complete the Technical Assistance.

3.5 SECTION 5: EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications which are relevant to the objectives and TOR for the Technical Assistance. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. Relevant experience and qualifications of key staff proposed shall be provided including letters of commitment from the individuals proposed concerning their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided, including the following information:

Project name,
Name and address of client (indicate if joint venture),

Client contact person (name/ position/ current phone and fax numbers),
Period of Contract,
Description of services provided,
Dollar amount of Contract, and
Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Technical Assistance as described in this RFP.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors, and the Grantee shall promptly negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

- Experience developing Smart Card projects (30%)
- Management, operational, and financial consulting for complex ICT projects (30%)
- Experience in designing and evaluating IT procurement programs (20%)
- Legal understanding of relevant issues (10%)
- Experience in Jordan or the Middle East (10%)

The Consultant should provide a consulting team comprising a mix of experts with proven experience in the following areas:

- Management consulting
- Smart card needs assessment and application development; Consultant should have an understanding of the Smart Card technology as well knowledge of business trends and the future potential for growth in the technology.
- Infrastructure needs for hardware and software
- Service Oriented Architecture
- Security Specialists
- Operations/ Maintenance & Support Specialists
- Change management
- Training specialists
- Legal consulting with some knowledge of Jordanian legislative system
- Strategy development
- Experience in RFP development

- Project management with experience evaluating technology vendors.
- Proven track record in working with government organizations especially in the Middle East region.
- Business process management
- Risk mitigation and financial projection competency

Offeror shall provide a project team organizational chart with resumes that clearly defines tasks for each member.

Proposals which do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

ANNEX 1

Tendering Department – 3rd floor
Ministry of Information and Communications Technology 8th
Circle P.O. Box 9903
Amman 11191 Jordan
Tel: 00 (962) 6 580-5642
Fax: 00 (962) 6 586-1059

B: Jordan – Smart Card Technology

POC John Kusnierek, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Jordan – Smart Card Technology. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms which are qualified on the basis of experience and capability to provide technical assistance related to the introduction of a national Smart Card.

Jordan has adopted a comprehensive Information and Communications Technology (ICT) sector modernization as a principle agent for national transformation and development. In March 2008, the Ministry of Interior (MOI) issued a Request for Information for a National Smart Card system, whereby interested companies describe their technologies, qualifications and solutions in a formal document to the ministry. This is a way for MOI to learn more about the market and the state of technology. MOI has been making concrete steps toward the implementation of the Smart Card Technology; however, it would benefit greatly from technically sound advice and recommendations to successfully implement this very complicated project. The Technical Assistance consultant would assist the Government of Jordan in defining the strategy for the implementation of the Smart Card, identifying the government's needs, and determining how to shape the procurement. MOI has planned to implement the Smart Card technology in three phases. The U.S. Trade and Development Agency (USTDA) funding would support the implementation of the first phase, which would include the national identity card, voting application, health insurance card, drug dispensing card, and an electronic authentication for online government services. Phases two and three would expand the Smart Card to other areas that have not yet been formally defined.

Jordan's Smart Card project is a stated national priority project that has the personal support of the King, the Royal Court, the National Security and Crisis Management Center and the national government. Through the implementation of the Smart Card project, Jordan seeks to stimulate and catalyze electronic transactions throughout the Jordanian government and economy. The Smart Card system is intended as a centerpiece of Jordan's overall e-government program. Since Jordan is in the information gathering stage of the procurement process, it is precisely at this time that the government requires technical and management assistance to bring the project to fruition. This project represents an opportunity for USTDA to make a significant impact on an important initiative.

The grant was signed by the Minister of Planning and International Cooperation on behalf of MOI. While MOI is the primary implementing body, it is advised closely by the Ministry of Information and Communications Technology.

The study includes: an internal needs assessment; development of a Smartcard National Strategy Framework; risk analysis; identification of potential funding; legal and regulatory analysis; identification of vendor evaluation criteria; support of Request for Proposals document; detailed financial and economic analysis; a preliminary environmental impact assessment; and a development benefit assessment. The U.S. firm selected will be paid in U.S. dollars from a \$410,083 grant to the Grantee from USTDA.

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to:

<https://www.ustda.gov/USTDA/FedBizOpps/RFP/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by January 26, 2009 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

A N N E X 2

*** The DM report has been modified from its original version. Some portions have been omitted and some have been updated to reflect the most recent state of events. For a full version of the report you may see the USTDA library.***

USTDA

Contract No. CO2008-210002

Definitional Mission Jordan and the West Bank ICT Sector

Part 2: Jordan

Final Report
July 24, 2008

*With excerpts from Jordan Smart Card System Review Desk Study
performed by NDA*

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The U.S. Trade and Development Agency (USTDA)

The U.S. Trade and Development Agency (USTDA) advances economic development and U.S. commercial interests in developing and middle income countries. The agency funds various forms of technical assistance, feasibility studies, training, orientation visits and business workshops that support the development of a modern infrastructure and a fair and open trading environment.

USTDA's strategic use of foreign assistance funds to support sound investment policy and decision-making in host countries creates an enabling environment for trade, investment and sustainable economic development. Operating at the nexus of foreign policy and commerce, USTDA is uniquely positioned to work with U.S. firms and host countries in achieving the agency's trade and development goals. In carrying out its mission, USTDA gives emphasis to economic sectors that may benefit from U.S. exports of goods and services.

Mailing and Delivery Address: 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901
Phone: 703-875-4357 • **Fax:** 703-875-4009 • **Web site:** www.ustda.gov • **email:** info@ustda.gov

Definitional Mission Report

Jordan and the West Bank ICT Sector **Part 2: Jordan**

1.0 Executive Summary

Jordan has adopted comprehensive ICT sector modernization as a principle agent for national transformation and development. Lacking the financial resources stemming from energy of its Middle Eastern neighbors, and seeking to establish a future base of employment for its young population (>50% between 18-30 years old), the government has exercised strong leadership in ICT to diversify the economy into IT and knowledge-based services. Beginning with King Abdullah's REACH Initiative announced at Davos in 2000, a program developed by the Information Technology Association, the Kingdom has undertaken a number of policy initiatives and reforms in the ICT sector. In part due to significant donor programs – many led by USAID – Jordan has become something of a consultant's institute for "best practices" in ICT policy. It is clear that tremendous intellectual capital has been invested to develop the umbrella "e-Jordan Program" as well as tributary initiatives for telecoms reform, e-government, e-learning and so on. The result is a robust "enabling environment" at the policy level for ICT to prosper.

By necessity the policy and legal framework must be good because the challenges to widespread ICT adoption remain significant. The telecoms sector is fully liberalized, the first in the Middle East to do so, but consumer take-up of latest technologies is relatively weak. Broadband penetration (that is, actual usage) is estimated at only about 5.3%¹ even though 95% of the population has the ability to obtain service. Internet penetration is estimated at only around 11%. The National ICT Strategy launched in July 2007 seeks to increase the number of people who use the Internet up to 50 per cent by 2011. Mobile penetration, by contrast, is about 85%, an enviable level owing to robust competition spurred by the government. Four mobile operators fight for market share in a nation of just over six million people.² Unusual for the Middle East, Jordan has also approved the establishment of mobile virtual network operators (MVNOs). But success in mobile has left a gap in more advanced services. In many ways, Jordan has been caught in a familiar middle income economy trap: mobile has taken off but broadband has languished due to high service cost and limited public education.

Much is about to change. To encourage broadband adoption the Telecommunications Regulatory Commission (TRC) (www.trc.gov.jo) took the bold decision in early 2007 to issue licenses to a total of five

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¹ April 2006 <http://www.itp.net/news/493037>

² Zain, Orange and Umniah provide GSM services. A fourth operator, Xpress, is likely to transition its integrated digital enhanced network (iDEN) network to GSM.

broadband wireless (“Wimax”) services providers. The licenses were awarded through a transparent and highly competitive public auction that raised a total of \$60 million (JD 42 million) for the national coffer.³ There were no nationality conditions on the investment and the auction attracted some heavyweight players, among them: *ATCO Clearwire Telecom*, a joint between Saudi Arabia’s ATCO and U.S.-based Clearwire LLC; Bahraini telco operator Batelco (which owns Umniah); and Qatar Telecom in partnership with the A.A. Tukri Group of Companies of Saudi Arabia. With five well-heeled competitors now aggressively deploying broadband infrastructure,⁴ ubiquitous and affordable broadband should be in place by the end of 2008 or early 2009. Jordan can expect a *dramatic* transformation in the cost and availability of high-speed services. Network Dynamics’ view is that the sudden emergence of a broadband economy will provide a positive stimulus for the ICT sector and serve to enliven the overall fabric of Jordanian society.

At the end of 2006 information and communications technology revenues amounted to \$1.2 billion, or about 12 percent of gross domestic product. Some 18,000 employees currently work in the ICT sectors which indirectly support an additional 60,000 jobs. The government hopes to double ICT employment to 35,000 by 2011. Amman earned JD368 million from direct and indirect taxes on the sector in 2006. At 16 percent, taxation on Internet services are amongst the highest in the Middle East, creating an impediment to consumer take-up. Other countries levy sales duties of between zero to 5 per cent, suggesting the need for tax reform as a boost to ICT adoption and usage.⁵

In recent years, Jordan’s policy initiatives to drive ICT adoption, while in principle well-crafted, have fallen behind the market’s practical ability to absorb new services. Senior officials candidly admit, for example, that implementation of the “e-Jordan” initiative has fallen behind expectation. The e-Jordan program, published in June 2006,⁶ is based on four “pillars”:

- **Institutional Framework** – national leadership including the Establishment of an e-Government Steering Committee, and, more broadly, “*a combination of high-level political engagement, inter-ministry working groups to coordinate policymaking and supervise e-Government performance, and agency-level teams to manage services and projects.*” In essence this pillar constitutes the effort to get all government stakeholders “on the same page” rather than pursuing separate policy agendas. From Network Dynamics’ observations from numerous personal interviews, there is a high degree of harmony regarding national direction and purpose at the most senior levels of the government on national strategy.
- **Legal Framework** – drafting and implementation of the laws and regulations necessary to establish an effective e-government (and e-commerce) regime in Jordan. The government has enacted many important pieces of legislation to empower the national e-strategy. As important, the government has also identified the gaps that it must fill in order to be successful with the next stages of market change. Currently missing, for

³ Frequencies were issued in two lots, at 3.5GHz and 3.6 GHz. ISM band frequencies for public WiFi are licensed bands in Jordan.

⁴ In January 2008 ATCO Clearwire selected U.S.-based Airspan as its platform vendor.

⁵ MENFN.com, *Jordan: Internet prices among highest in the region*, http://www.menafn.com/qn_news_story_s.asp?StoryId=1093190973

⁶ www.moict.gov.jo/MoICT/e_gov_strategy/e-Government%20Strategy.pdf

example, are regulations to govern digital signature, cybercrime, and digital piracy. The government is also keeping a close eye on the commercial marketplace, to anticipate required regulatory change. With the imminent introduction of Wimax, the government expects that new service providers will seek to offer Internet Protocol television (IPTV) and video services via wireless telecommunications systems rather than over conventional broadcast media. Today there is no licensing regime for such a service category. To prepare for this shift toward service convergence, the government expects to merge the Telecommunications Regulatory Commission with the Audiovisual Commission (AVC), the sister regulatory agency for broadcasting. This regulatory convergence will be directed by the Higher Media Council, a Cabinet-level body. To effect the change the government is aware that it will be necessary to amend the Law on Telecommunications and other legislation, and may seek technical assistance to ensure and apply international best practices.

- **ICT Infrastructure** – is the pillar to create a unified network and application environment across government departments. As the report states, “*e-Government is best served by establishing a common technological direction that applies to all government entities and other stakeholders (e.g., industry providers) and their individual (sic).*” The goal is to establish a data warehouse to inventory information generated by all government departments and to make it accessible in real time. One important application is the proposed National Smart Card, detailed in the sections below as a potential technical assistance project for USTDA. The card will facilitate secure government data sharing across sectors. It will contain citizens’ identity information and also carry data for voting, health records, health insurance, and other applications.
- **Business Level** –this pillar of the national e-Government plan is targeted at improving human resources and day-to-day operating management of new e-Government services (i.e. the government’s “business” operations). It covers such issues as: project level change management; project lifecycle management; communications and marketing; e-Government / e-Government Program performance reporting, and so on.

Methodology and Findings

Ken Zita of Network Dynamics visited Amman, Jordan February 2-15, 2008 and also made follow-up visits in April and May, while engaged in other activities. We retained a local contractor, Dr. Ghassan al-Utaibi, Dean of the Graduate College of Computer Studies at Amman Arab University and also a partner in Gulf Pacific Global Consultants (www.gpcube.com). “GPCube” is a technology, strategy and management consultancy based in Amman, and has excellent contacts in all levels of the ICT industry in Jordan.

2.0 National Smart Card

The Government of Jordan intends to adopt a Multi-application Smart Card to be used for different potential Government applications. Adoption of Smart Card technology will enable the government to deploy a variety of more efficient, better quality and value-added e-Government services. The Smart Card program will also improve the readiness and technological interoperability among Government entities, and ensure better interaction between citizens and Government services.

E-Government is a National Program initiated by His Majesty King Abdullah II.⁷ The purpose of the e-Government program is to enhance the performance of government in terms of service provisioning, efficiency, accuracy, time and cost effectiveness, transparency, customer-centricity, customer satisfaction, cross-Governmental integration, and the way government is perceived to the public. The e-Government Program supports government transformation, using ICT tools to achieve the ultimate national goals of public sector development. This transformation process requires a focal point of contact to coordinate the efforts between Government entities and support them with best practices and subject matter expertise. The Ministry of Information and Communications Technology is responsible for the e-Government Program which facilitates and provides support services to Government entities in the areas of Program Management Office (PMO), project management, change management, technical management and support services, risk management, quality management and others. The role of the e-Government program is to plan, facilitate, manage and supervise the implementation of e-Government through: Business Process Re-engineering (BPR) towards better and more efficient processes, human performance development (including knowledge transfer and training), organizations review and re-structuring to achieve greater efficiency. Additionally, the e-Government program deploys best practices and latest technologies to enable Government stakeholders to implement new processes and create a knowledge-based community.

e-Government Program Responsibilities include:

- Planning of the e-Government portfolio (including selecting priority e-Services)
- Guiding and instigating Change Management efforts
- Determining technological standards for products and services to be integrated with e-Government infrastructure (Portal, Secure Government Network, etc)
- Establishing technical and information security standards, program and project management methods, change management standards, procedures and tools, and reporting requirements for e-Government Projects across Government entities
- Describing standards for e-Government Infrastructure (e-Government Architecture Framework (eGAF), Reference Architecture) and developing other technology-oriented initiatives in order to establish a service-oriented and collaborative environment for e-Services
- Developing and supporting e-Government strategy and providing support to its operations

The objectives of the e-Government Program include:

- Develop and support the e-Government strategy to be implemented across Government entities
- Participate in the planning and coordinating of a sustainable national portfolio of e-Government initiatives
- Maintain technological integration and interoperability of e-Government initiatives, encourage the re-usability of application components, and achieve consistency among Government entities for technical solutions

⁷ The text in this paragraph is excerpted from MINISTRY OF INFORMATION AND COMMUNICATIONS TECHNOLOGY - E-GOVERNMENT PROGRAM, *TWO-STAGE BIDDING PROCESS FOR THE IMPLEMENTATION OF A NATIONAL SMART CARD SYSTEM*, March 18, 2008

- Plan and implement security policies through a secured network environment for e-Government projects
- Promote and monitor a systematic method of planning, developing and implementing e-Government projects
- Promote and monitor organizational transformation at the Ministry/Department/Organizational level necessary to establish effective e-Government in involved governmental entities
- Offer necessary training for Government of Jordan (GoJ) employees and transfer the knowledge at different levels (IT and non-IT employees) in order to ensure proper service provision and to increase productivity and proficiency
- Create awareness and promote e-Government activities
- Provide analysis and information on the status of e-Government projects to sponsors and stakeholders.

2.1 Objectives

Jordan has high expectations for the national Smart Card program. The principal objectives are as follows:

- **Data Security and Privacy:** To enhance personal data security by prohibiting Fraud and/or theft and ensure more privacy of all personal information.
- **Multi application:** To have a scalable and flexible card that allows multiple applications while remaining easy to use; enhances government performance and interoperability; and assists in the creation of a unified national population database.
- **Life Span:** To have a more durable card.
- **Authentication:** To have a more guaranteed personal identification and matching mechanism.
- **E-services Enablement:** To allow electronic authentication and usage of government e-services usage.
- **Government Performance:** To increase transparency, shorten delivery time, and enhance business processes, government interrelation and the relation between government and citizens.

Potential Government Applications Identified for the Smart Card:

- E-National Identity Card (an expansion of the existing national ID card, employing the Smart Card, and the proposed first application for the system);
- E-Voting Application (voter ID registration and ID, particularly for parliamentary elections in 2011);
- E-Authentication – Public Key Infrastructure (PKI), for digital signature;
- E-Health Applications (Insurance Card, Patient Record);
- E-Driving License (replacing existing drivers' licenses);
- E-Payment/ e-Purse (and secure personal transactions)
- Social Security Card

- Other applications to be determined

The National Smart Card program will be implemented in phases based on a "Two Stage Tendering Approach" comprised of 1) Request for Information (RFI) and 2) Request for Proposal (RFP). The purpose of adopting this approach is the nature and size of the intended implementation, in addition to the many political impacts and decisions that have to be taken in the course of implementing the technology.

Phase I – Interested Companies' invitation and Request for Information (RFI)

This phase, issued publicly on March 18, 2008, is aimed at attracting interested companies to conduct a small study with the relevant parties in Jordan to gain an understanding of the applications to be introduced. The goals are to encourage companies to submit their technical qualifications and to demonstrate how their solutions might serve as a Proof of Concept (POC). They are asked to show and explain their technical responses according to a set of predefined requirements. Based on the information captured during the RFI demonstration sessions, a Request for Proposal will be developed for the first applications to be implemented, as indicated below:

- i. National Identity Card
- ii. Voting Application
- iii. Health insurance Card, Drug Dispensing Card
- iv. Electronic authentication

Interested Bidders were requested to demonstrate the following specific capabilities and experiences:

- Business process analysis and design, system development, upgrade, migration and integration,
- Hardware, software and other technologies' types to be provided,
- Security and privacy,
- Infrastructure and networking,
- Card production and types available,
- Operations,
- Training and support,
- Project management capabilities.

In order to fulfill this stage requirements, the following entities, their respective functions and applications have been selected to be included in the first bidding Stage for requirement gathering, definition and demonstration purposes:

- Civil Status & Passports Department (CSPD):
 - Personal identity application
 - Voting application
- Ministry of Information and Communications Technology/ e-Government Program:
 - Authentication for online services

- Ministry of Health (MoH):
 - Health insurance and, drug dispensing

Phase II: - Request For Proposals (RFP)

After the completion of phase I, the second stage of tendering will start through the development of an RFP for the first Smart Card implementation: *"Implementation of the National e-ID application for the Civil Status and Passports Department in addition to the Voting application."* It will be tendered to the companies that qualified from phase I.

Phase III

Other applications will be added through other procurement cycles that will be identified later.

2.2 Project Sponsor's Capabilities and Commitment

The government is centrally planning the Smart Card initiative, and a number of different departments are involved. The Ministry of Interior is the lead agency, in part because one of the most important applications on the new platform – the personal identity national ID card – lies within its jurisdiction. The current national ID card and passport agency are handled by the Civil Status and Passport Department (CSPD) under MoI. The CSPD also administers the similarly important driver's licenses and voter registration applications, which will be added to the Smart Card over time.

USTDA will provide the grant to the Ministry of Planning and International Cooperation (MOPIC) while MoI shall be the primary implementing body. MoI in turn is advised closely by the Ministry of Information and Communications Technology. MoICT provides strategic advice and direction on all aspects of the Smart Card project. It is responsible for assessing the requirements of all government departments and potential applications; managing the tender process with vendors; conducting negotiations; and ensuring the smooth implementation of the new service platform. In many ways, MoICT provides both strategic direction and project management for the Smart Card effort.

Another key player believed to be involved with the Smart Card is the National Security and Crisis Management Center (NSCMC), a technology resource center administered by the Royal Court. NSCMC's vision is to build national resilience through coherent cross-sector emergency preparedness and multi-sector data analysis. Regardless of the ministerial jurisdiction or application, we have been told that data created through the use of the Smart Card will be stored on new centralized government computing facilities.

Other ministries that will play a role in the Smart Card program over time include the Ministry of Health (patient and health record management, health insurance, drug dispensing) and the Social Security Corporation (pensions, subsidies, etc.).

2.3 Implementation Financing

The Government of Jordan has made the national Smart Card a strategic priority and will fund at least the first two years of the program (Phase 1) through budget expenditures. MoICT estimates the Phase 1 budget is approximately \$25 million - \$30 million. It is not known how much funding is required for the expansion stages Phase 2 and Phase 3. The government will examine

the possibility of public / private partnership as an alternative for funding over time. Furthermore, it is expected that the public will have to pay a fee for the new card to offset some costs, much as drivers in the U.S. pay for driving licenses at the state level.

2.4 U.S. Export Potential

Technology	Potential Value	U.S. Vendors
<i>Technologies and professional services for card surface personalization; Card application loading and deletion; Read and write functionalities of the Desktop units; Cryptographic operations to load keys and data into the chip; PIN and biometrics functionalities and verification; Disable, enable, suspend, and terminate a card; Registering, issuing and using digital certificates and loading them on a smart card and using it for authentication; proximity coupling device (PCD) and the key management system; Handheld PCD for offline read and write; Holographic overlay lamination</i>	<i>\$25 million - \$30 million</i>	<i>Maximum SmartCard Group (Amdahl) Bull Personal Transaction Systems, Dallas Semiconductor, First Access, Gemplus, IBM NCI Schlumberger, SCM Microsystems Sun Microsystems UbiQ Cisco Visa International. Others TBD</i>
Total	\$25 million - \$30 million	

It is not known at this time what percentage of the estimated capital investment in the project might be associated directly with U.S. exports.

2.5 Foreign Competition and Market Entry Issues

The Government is conducting an open international tender for technologies and professional services related to the implementation of the new Smart Card. As an open two-stage process, any qualified vendor from any country is allowed to participate in the competition. Network Dynamics' perception is that the Government is following international best practices in the procurement, and is both eager and disciplined in ensuring maximum transparency in the process. We do not believe that the opportunity is "wired" for any particular vendor or services provider.

The RFI was announced publicly on March 18, 2007 with a reply date for submissions on April 27, 2008. It will be only after of the closing of the RFI that it will be possible to ascertain which companies have expressed interest in the opportunity.

2.6 Development Impact

The Smart Card is anticipated to have a number of positive development impacts, it may:

- Enhance personal data security and privacy against fraud and/or theft;
- Provide a scalable and flexible solution allowing multiple applications at a reasonable cost, enhance the government performance and interoperability and assist in the creation of a unified national databank;
- Provide a more durable card for the public;

- Provide an electronic authentication mechanism for government e-services;
- Increase efficiency, enhance transparency, shorten delivery time and improve business processes;
- Increase consumer confidence in online services; and
- Improve interoperability of government applications.

2.6.1 Primary Developmental Benefits

Several additional development impacts are likely:

- (1) Infrastructure: The Smart Card will catalyze important improvements in e-Government services in several sectors, chiefly at the Ministries of Interior, ICT and Health. The emergence of complex electronic applications via a Smart Card will necessitate upgrades in networks, computing platforms, databases and operational procedures. Similarly, a centralized national data repository will need to be created to securely store the data generated by the card at the newly created centralized database.
- (2) Human Capacity Building: The proposed technical assistance grant will specifically provide human capacity building in the areas of strategy formation, application needs assessment, service definition, technology strategy, system requisitioning and financing forecasting. Once the technical assistance is completed, the government should have acquired the know-how and interpretative framework to conduct follow-on studies in the future, including for project phases 2 and 3.
- (3) Technology Transfer and Productivity Enhancement: The key technology transfer and productivity enhancement outcomes of the project are: 1) adopt state of the art Smart Card technology platform; 2) streamline e-Government services; 3) reduce fraud; 4) strengthen digital security; 5) improve consumer confidence in electronic transactions.

2.6.2 Alternatives

The government is taking a measured and deliberate approach in its process to define the Smart Card program. Most critically, it has created a tendering framework mirroring that of the World Bank that encourages a high degree of interaction with the private sector – in effect, to “let the market (help) decide” the way forward. Vendors have been invited to present their qualifications and technological solutions to educate the government, and to ensure that the most credible strategies for implementation are allowed to compete. It will only be after this public vetting process is complete that it will be evident which technological alternatives, operational schemes and financing mechanisms will be selected.

2.7 Impact on the Environment

The Jordanian Smart Card is in fact a “card” but the main emphasis of the project lies with the data *applications* – the software – that will run on it. Network Dynamics believes the proposed project will have little impact on the environment.

2.8 Impact on U.S. Labor

Network Dynamics' perception is that the technical assistance for the Jordan Smart Card project has the potential to have a positive impact on U.S. labor. The project could create export opportunities for some or all of the \$25 million estimated value of the first phase of implementation.

From Network Dynamics vantage, there is no aspect of the project that would contravene the Foreign Operations, Export Financing and Related Programs Appropriates legislation.

2.9 Qualifications

The Consultant should provide a consulting team comprising a mix of experts with proven experience in the following areas:

- Management consulting
- Smart card needs assessment and application development
- Hardware and software experts
- Security Specialists
- Operations/ Maintenance & Support Specialists
- Change management
- Training specialists

2.10 Justification

Jordan's Smart Card project is a stated national priority project that has the personal support of the King, the Royal Court, the National Security and Crisis Management Center and the national government. It is intended as a centerpiece of Jordan's overall e-Government program as it is intended to stimulate and catalyze electronic transactions throughout the Jordanian government and economy. It is precisely at this time that the government requires technical and management assistance to bring the project to fruition. It is an opportunity for USTDA to make a significant impact on an important initiative.

2.11 Terms of Reference

This section has been omitted. Please see the Terms of Reference included in Annex 5.

2.12 Study Budget

This section has been omitted; the study budget for the project is \$410,083.

2.13 Recommendations

Network Dynamics believes that the Jordan Smart Card project represents a critical strategic priority for the Government of Jordan. It is tied to initiatives on many levels, including:

- a marquee project for e-Government, in which His Majesty the King has invested considerable political capital;
- a cross-cutting program intended to improve efficiency across multiple sectors
- a major step forward in national efforts to establish "e-Jordan;"

- establishment of the national data repository at the new data repository.

We believe that USTDA technical assistance is well-timed to complement the government's ongoing (and fast paced) effort to plan and procure a national Smart Card system. Budget for Phase 1 of the project is estimated at \$25 million to \$30 million and thus constitutes a tangible and near-term export opportunity for U.S. firms.

We strongly suggest that USTDA proceed with funding the project, and to proceed without delay in order to provide maximum value and meet the Government of Jordan's aggressively timetable for implementation.

ANNEX 3



**U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-2131**

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

NATIONALITY:

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.

subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

SOURCE AND ORIGIN:

1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

2) Application

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

3) Definitions

“Source” means the country from which shipment is made.

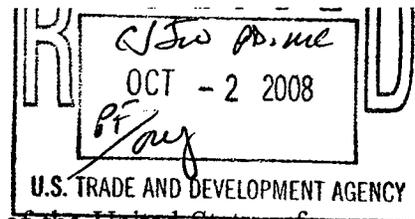
"Origin" means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.

ANNEX 4

08-21014A

GRANT AGREEMENT



This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and the Government of the Hashemite Kingdom of Jordan, acting through the Ministry of Planning and International Cooperation, acting through the Ministry of Interior ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US \$410,083 ("USTDA Grant") to fund the cost of goods and services required for a technical assistance ("TA") on the proposed Smart Card System ("Project") in Jordan ("Host Country").

CK
SS
EK
DS

1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the TA ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

The Terms of Reference for the TA ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The TA will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the TA shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. The parties to this Grant Agreement and the Contractor shall observe these standards, which include not accepting payment of money or anything of value, directly or indirectly, from any person for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the TA.

4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

5. USTDA as Financier

(A) USTDA Approval of Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA Approval of Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 17 below upon selection of the Contractor to perform the TA. Upon approval of this selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the TA. The Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the TA that they were not selected.

(C) USTDA Approval of Contract Between Grantee and Contractor

The Grantee and the Contractor shall enter into a contract for performance of the TA. This contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the TA and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the

Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the contract or subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the TA by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

8. TA Schedule

(A) TA Completion Date

The completion date for the TA, which is October 31, 2009, is the date by which the parties estimate that the TA will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

9. USTDA Mandatory Clauses

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

13. Cooperation Between Parties and Follow-Up

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause I of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project.

14. Implementation Letters

To assist the Grantee in the implementation of the TA, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

15. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the TA and the Grant Agreement adequate to demonstrate implementation of its responsibilities under the Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the TA and the Grant Agreement.

16. Representation of Parties

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by His Excellency Eid Al-Fayez, the Minister of Interior. The parties hereto may, by written notice, designate additional representatives for all purposes under the Grant Agreement.

17. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile, and will be deemed duly given or sent when delivered to such party at the following:

To: Mr. Naser Ramadeen,
Private Office of His Excellency Eid Al-Fayez, Minister of Interior
Ministry of Interior
Amman, Jordan

Phone: + (962) 6 567-7496
Fax: + (962) 6 568-4921

To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 8/9 1001
Activity No.: 2008-21014A
Reservation No.: 2008210024
Grant No.: GH2008210006

18. Termination Clause

Either party may terminate the Grant Agreement by giving the other party thirty (30) days advance written notice. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the TA, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the written notice of termination.

19. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

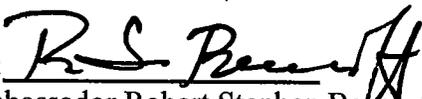
20. U.S. Technology and Equipment

By funding this TA, USTDA seeks to promote the Project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Government of the United States of America and the Government of the Hashemite Kingdom of Jordan, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the
United States of America

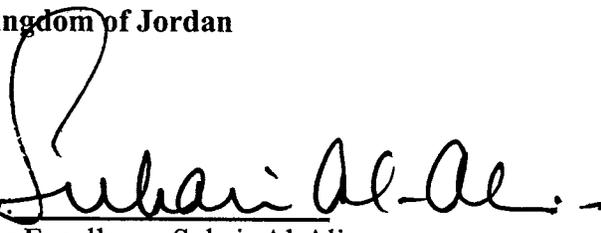
By: 
Ambassador Robert Stephen Bercroft

Date: Sept. 24, 2008

Witnessed:

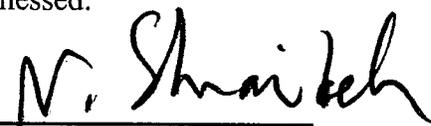
By: 

For the Government of the Hashemite
Kingdom of Jordan

By: 
Her Excellency Suhair Al-Ali

Date: Sept. 24, 2008

Witnessed:

By: 

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

Annex I

Terms of Reference

Project Description

The Contractor shall provide strategic advisory, technical analysis and human resources training related to supporting Government of Jordan's efforts to introduce a national Smart Card. The purpose is to assist the government in rapidly introducing a Smart Card framework under a tight timetable through providing technical assistance defining a Smart Card strategy. The prime objective of the Project is to promote a more efficient and modern government infrastructure. The Smart Card technology would positively impact the accuracy and organization of elections, health care, immigration, passport control, alien documentation, and other important governmental functions.

While the Ministry of Interior (MOI) is the primary implementing body, and the end recipient for any technical assistance grant from USTDA, it is advised closely by the Ministry of Information and Communications Technology (MOICT). MOICT will basically provide both strategic direction and project management for the overall Smart Card effort. Other ministries that will play a role in the Smart Card program over time include the Ministry of Health (patient and health record management, health insurance, drug dispensing) and the Social Security Corporation (pensions, subsidies, etc.).

MOI in coordination with MOICT recently issued a Request for Information (RFI), whereby interested companies describe their technologies, qualifications and solutions in a formal document to the ministry. This is the first of a two-step tendering process leading to the definition of a national Smart Card strategy and issuing of a formal Request for Proposal (RFP). The Contractor shall assist the Government of Jordan to distill its strategic, operational and technical needs for the project, and to shape the procurement process.

Task 1: Project Work Plan and Schedule

1.1 The Contractor shall meet with the Grantee's management to develop a detailed Project Work Plan and Schedule to serve as the main Project management tool for the execution of the Terms of Reference (TOR). The work plan will specify the tasks and sub-tasks required by the TOR, define the roles of the participants, establish work sequences, and set milestones for task completions. The work plan shall include the following:

- Management structure for the Project team, task responsibilities, and reporting arrangements.
- Detailed descriptions of the work required to perform each task and sub-task under the TOR, and team participants' assignments.
- Work spans, milestones, and key decision points.
- Labor allocations and Project budget.
- Final Report content, format specifications and preparation schedule.

Deliverable:

Within 5 working days of the meeting, the Contractor shall:

- Prepare a memorandum summarizing the major items discussed and agreed upon at the meeting. At a minimum, this shall include a list of all parties (organizations and individuals within those organizations) who will contribute to the TA, as well a work plan and schedule.
- Submit an itemized list of Grantee resources (if any) that will be provided to the Contractor.

Task 2: Review Internal Needs Assessment

2.1 Document Review

The Contractor Shall:

- Review Smart Card planning process to date.
- Analyze planning papers and documents including all working papers and reports, forecasts, draft budgets, policy assumptions, presumed technology options, vendor data, and other materials made available by the Grantee. These will include: 1. Initial observation document; 2. Initial Business Case Documents and analysis papers; 3. All related presentations and information from other stakeholders; 4. High level vision document; and 5. Results from Request for Information Document (RFI).
- Conduct interviews with key stakeholders in various agencies to accurately capture strategic issues.
- Describe initial observations, proposed methodology, and data and research requirements in Inception Report.

Deliverable: The Contractor shall provide to the Grantee an inception report which describes its assumptions and findings. The inception report shall include a detailed explanation of working methodology and goals for the Project.

Task 3: Smartcard National Strategy Framework

3.1 National Smart Card Strategy

The Contractor Shall:

- Review international best practices in Smartcard technologies and operational deployments.
- Assess technology approaches, standards and best practices, with well-reasoned research and analytical defense.
- Provide impartial and technology-neutral point of view on global Smart Card trends and technology horizon, highlighting optimal potential scenarios for Jordan.
- Interview all relevant Jordanian entities to help in the national prioritization of the potential applications based on an agreed upon criteria.

3.2 Definition of Application

The Contractor Shall:

- Identify the government departments and other possible clients that will utilize the smart card most aggressively.
- Define the functional requirements and scope of applications for the user.
- Outline high-level technology platform and integration requirements.
- Recommend an evolution strategy for the service over time.

3.3 Technology Strategy

Task 3.3 shall cover the relation between the e-services architecture and technologies and the Smart Card National Solution technologies. It shall clarify the additional technical requirements that need to be established within the various implementing entities' back-end systems. Within the design and development of any e-service, the Contractor shall define how to use the Smart Card technology for authentication. In particular, the Contractor shall:

- Define Smart Card technical components, infrastructure, security and physical requirements.
- Assess Smart Card versus alternative technologies.
- Examine Smart Card life cycle management issues including architecture evolution, operations, and human resources.
- Prepare a technology-neutral Smart Card implementation plan.

Task 4: Risk Analysis, Potential Funding, Legal Framework, and Regulatory Analysis

4.1 Potential Risks and Mitigation Strategy

The Contractor Shall:

- Identify key Project risks of the Smart Card strategy on a national level.
- Suggest risk mitigation scenarios, including those associated with both government-oriented and citizen-oriented aspects of the applications, in addition to risks related to the Project's operations and management.
- Provide quantitative financial implications of risk scenarios when possible. If it is not possible to provide such implications, the Contractor shall explain why.

4.2 Cost Analysis

The Contractor Shall:

- Provide indicative estimate for capital and operating costs of the overall Smart Card Project with the implied understanding that actual costs can only be determined after architecture is finalized and a vendor is selected.
- Provide the Government of Jordan with an order-of-magnitude projection of both near and long-term financial resources required. This item should be an estimate of the cost of the Project on the short and long term prepared in advance of the issuing of the Request for Proposals (RFP).

4.3 Ownership and Funding

The Contractor Shall:

- Prepare strategic recommendations for Project ownership and funding alternatives, for example Build Operate Transfer, public/private partnership, etc.

4.4 Legal Requirements

The Contractor Shall:

- Assess legal parameters necessary to ensure a sound legal basis for the Smart Card Project including, but not limited to: existing Jordanian laws, policies and decrees on privacy, electronic signature, legal intercept, etc.
- Recommend specific language for policy and/or legislative change including supporting rationale in support of the proposals.

4.5 Regulatory Analysis

The Contractor Shall:

- Prepare a review of Jordanian regulatory issues and discuss any laws or regulations that might impact the Project's viability or prognosis to move forward.

Deliverable: Contractor shall provide to the Grantee a report containing a comprehensive description of work completed, findings, and analyses for Tasks 3 and 4. The organization of the report shall be agreed with Ministry of Interior and the Ministry of Information and Communications Technology.

Task 5: Vendor Evaluation Criteria and RFP

5.1 Vendor Evaluation Criteria and RFP

The Contractor Shall:

- Assist the Grantee and MOICT in the development of the RFP that will define all of the Project requirements.
- Assist the Grantee and MOICT in the development of the evaluation criteria required for the RFP responses.

Deliverable: The Contractor shall deliver to the Grantee a draft RFP and evaluation criteria that has been developed in conjunction with the Grantee.

Task 6: Detailed Financial and Economic Analysis

6.1 Financial Analysis

The Contractor Shall:

- Prepare financial analysis to estimate the total cost to implement the proposed technical solution(s), including growth of the system to include new users and applications over time.
- Determine if the government's own allocated financial resources and external financial arrangements are sufficient to cover the cost of the Project through to the full implementation phase, including ongoing running costs.

- Consider the availability of equity and debt financing as well as the views of potential public and private financing organizations, such as the World Bank, relevant regional multilateral development bank(s), Ex-Im Bank, OPIC and donor funds, public private partnership and other sources, as appropriate.

6.2 Economic Analysis

The Contractor Shall:

- Explore and report on any positive economic impacts that may be produced from the Project.
- Identify, and if possible, quantify, economic benefits resulting from the program. The assessment should be made to the best of contractor's internal abilities and utilizing existing subject matter expertise. An exhaustive econometric forecast and analysis is not required. Potential positive economic impacts may include:
 - ♦ Lowering incidence of fraud;
 - ♦ Improved lifecycle cost of ownership to government;
 - ♦ Improved economic efficiencies in provisioning of e-government services;
 - ♦ Direct job creation;
 - ♦ Secondary job creation; and
 - ♦ Other potential economic benefits or savings.

Deliverable: The Contractor shall supply to the Grantee a report incorporating all of the elements of this Task 6.

Task 7: Preliminary Environmental Impact Assessment

7.1 Preliminary Environmental Impact Assessment

The Contractor shall:

- Make a preliminary review of the Project's anticipated impact on the environment with reference to local requirements and those of multilateral lending agencies.
- Identify potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the Project moves forward to the implementation stage.
- Identify any steps that will need to be undertaken by the Project sponsor subsequent to the study's completion and prior to Project implementation.

Deliverable: The Contractor shall supply to the Grantee a Preliminary Environmental Assessment Report incorporating all of the elements of this Task 8.

Task 8: Development Benefit Assessment

8.1 Development Benefit Assessment

The Contractor shall report on the potential development impact of the Project in the Jordan. While particular focus should be paid to the immediate impact of the specific Project that is being considered, the Contractor shall include, where appropriate, any additional developmental benefits to the Project, including spin-off and demonstration effects. The analysis of potential benefits of the feasibility study contractor should be as

concrete and detailed as possible. The development impact factors are intended to provide the Project's decision-makers and interested parties with a broader view of the Project's potential effects on the host country. The Contractor shall provide estimates of the Project's potential benefits in the following areas:

(1) Infrastructure: Contractor shall make its best estimate of whether the implementation of the Smart Card System would improve information flows within the government and between the government and its citizens. The analysis shall determine how the Smart Card will make information more generally available to economic actors, therefore improving infrastructure. The Contractor shall provide a statement on the infrastructure impact, at the centralized level of the national data repository and for each of the sector-specific applications.

(2) Market- Oriented Reform: Contractor shall provide a description of any regulations, laws, or institutional changes that are recommended and the effect they would have if implemented.

(3) Human Capacity Building: Contractor shall assess the number and type of local positions that would be needed to construct and operate the proposed Project, as well as the number of local people who would receive training. Describe the training program that local personnel should receive, if applicable.

(4) Technology Transfer and Productivity Enhancement: Contractor shall provide a description of any advanced technologies that would be utilized as a result of the Project, and a description of any efficiency that would be gained. The discussion should include specific examples for typical government activities that would be affected by the Smart Card, such as processing times for various services.

(5) Other: Describe any other developmental impacts or benefits that would result from the Project, for example, follow-on or replication projects, safer workplace, increased good governance or improved financial revenue flows.

Task 9: Final Report

9.1 The Contractor shall prepare and provide to the Grantee and to USTDA a Final Report in accordance with Clause I of Annex II of the Grant Agreement.

Each of the above tasks in this Terms of Reference must be distinctly set forth in the Final Report in a substantive and comprehensive manner, and shall include all corresponding deliverables, including any training materials provided to the Grantee. The Final Report, while aiming at optimum specifications and characteristics for the Project, shall also identify prospective U.S. sources of supply. Business name, point of contact, address, telephone, e-mail, and fax numbers shall be included for each source. The Final Report shall contain an executive summary and cover each of the itemized paragraphs described herein.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and the Government of the Hashemite Kingdom of Jordan, acting through the Ministry of Planning and International Cooperation, acting through the Ministry of Interior ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the technical assistance ("TA") for the Smart Card Project ("Project") in Jordan ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

(2) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the TA and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any

subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the contract term and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Reporting Requirements

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the TA. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, and fax number. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

H. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this contract. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor a photocopy of an English language version of a signed contract or a final negotiated draft version to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon receipt by USTDA of an approved Final Report in accordance with the specifications and quantities set forth in Clause I below. Invoicing procedures for all payments are described below.

(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available

from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA. "

(ii) For contract performance milestone payments:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(iii) For final payment:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client. "

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted by courier or mail to the attention of the Finance Department at USTDA's address listed in Clause M below.

(4) Termination

In the event that the Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for reasonable and documented costs which have been incurred in performing the Terms of Reference prior to termination, as well as reasonable wind down expenses. Reimbursement for such costs shall not exceed the total amount of undisbursed Grant funds. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the reasonable and documented costs incurred in performing the Terms of Reference prior to termination.

I. USTDA Final Report

(1) Definition

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

(a) One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that

confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) copy of the Public Version of the Final Report to the Foreign Commercial Service Officer or the Economic Section of the U.S. Embassy in Host Country for informational purposes.

(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, USTDA's mailing and delivery addresses. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U. S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

“The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution.”

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

J. Modifications

All changes, modifications, assignments or amendments to this contract, including the appendices, shall be made only by written agreement by the parties hereto, subject to written USTDA approval.

K. TA Schedule

(1) TA Completion Date

The completion date for the TA, which is October 31, 2009, is the date by which the parties estimate that the TA will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

L. Business Practices

The Contractor agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a governmental official or private individual) for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the TA. The Client agrees not to receive any such payment. The Contractor and the Client agree that each will require that any agent or representative hired to represent them in connection with the TA will comply with this paragraph and all laws which apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

Fiscal Data:

Appropriation No.: 11 8/9 1001
Activity No.: 2008-21014A
Reservation No.: 2008210024
Grant No.: GH2008210006

N. Definitions

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.

O. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

ANNEX 5

Terms of Reference

Project Description

The Contractor shall provide strategic advisory, technical analysis and human resources training related to supporting Government of Jordan's efforts to introduce a national Smart Card. The purpose is to assist the government in rapidly introducing a Smart Card framework under a tight timetable through providing technical assistance defining a Smart Card strategy. The prime objective of the Project is to promote a more efficient and modern government infrastructure. The Smart Card technology would positively impact the accuracy and organization of elections, health care, immigration, passport control, alien documentation, and other important governmental functions.

While the Ministry of Interior (MOI) is the primary implementing body, and the end recipient for any technical assistance grant from USTDA, it is advised closely by the Ministry of Information and Communications Technology (MOICT). MOICT will basically provide both strategic direction and project management for the overall Smart Card effort. Other ministries that will play a role in the Smart Card program over time include the Ministry of Health (patient and health record management, health insurance, drug dispensing) and the Social Security Corporation (pensions, subsidies, etc.).

MOI in coordination with MOICT recently issued a Request for Information (RFI), whereby interested companies describe their technologies, qualifications and solutions in a formal document to the ministry. This is the first of a two-step tendering process leading to the definition of a national Smart Card strategy and issuing of a formal Request for Proposal (RFP). The Contractor shall assist the Government of Jordan to distill its strategic, operational and technical needs for the project, and to shape the procurement process.

Task 1: Project Work Plan and Schedule

1.1 The Contractor shall meet with the Grantee's management to develop a detailed Project Work Plan and Schedule to serve as the main Project management tool for the execution of the Terms of Reference (TOR). The work plan will specify the tasks and sub-tasks required by the TOR, define the roles of the participants, establish work sequences, and set milestones for task completions. The work plan shall include the following:

- Management structure for the Project team, task responsibilities, and reporting arrangements.
- Detailed descriptions of the work required to perform each task and sub-task under the TOR, and team participants' assignments.
- Work spans, milestones, and key decision points.
- Labor allocations and Project budget.
- Final Report content, format specifications and preparation schedule.

Deliverable:

Within 5 working days of the meeting, the Contractor shall:

- Prepare a memorandum summarizing the major items discussed and agreed upon at the meeting. At a minimum, this shall include a list of all parties (organizations and individuals within those organizations) who will contribute to the TA, as well a work plan and schedule.
- Submit an itemized list of Grantee resources (if any) that will be provided to the Contractor.

Task 2: Review Internal Needs Assessment

2.1 Document Review

The Contractor Shall:

- Review Smart Card planning process to date.
- Analyze planning papers and documents including all working papers and reports, forecasts, draft budgets, policy assumptions, presumed technology options, vendor data, and other materials made available by the Grantee. These will include: 1. Initial observation document; 2. Initial Business Case Documents and analysis papers; 3. All related presentations and information from other stakeholders; 4. High level vision document; and 5. Results from Request for Information Document (RFI).
- Conduct interviews with key stakeholders in various agencies to accurately capture strategic issues.
- Describe initial observations, proposed methodology, and data and research requirements in Inception Report.

Deliverable: The Contractor shall provide to the Grantee an inception report which describes its assumptions and findings. The inception report shall include a detailed explanation of working methodology and goals for the Project.

Task 3: Smartcard National Strategy Framework

3.1 National Smart Card Strategy

The Contractor Shall:

- Review international best practices in Smartcard technologies and operational deployments.
- Assess technology approaches, standards and best practices, with well-reasoned research and analytical defense.
- Provide impartial and technology-neutral point of view on global Smart Card trends and technology horizon, highlighting optimal potential scenarios for Jordan.
- Interview all relevant Jordanian entities to help in the national prioritization of the potential applications based on an agreed upon criteria.

3.2 Definition of Application

The Contractor Shall:

- Identify the government departments and other possible clients that will utilize the smart card most aggressively.
- Define the functional requirements and scope of applications for the user.
- Outline high-level technology platform and integration requirements.
- Recommend an evolution strategy for the service over time.

3.3 Technology Strategy

Task 3.3 shall cover the relation between the e-services architecture and technologies and the Smart Card National Solution technologies. It shall clarify the additional technical requirements that need to be established within the various implementing entities' back-end systems. Within the design and development of any e-service, the Contractor shall define how to use the Smart Card technology for authentication. In particular, the Contractor shall:

- Define Smart Card technical components, infrastructure, security and physical requirements.
- Assess Smart Card versus alternative technologies.
- Examine Smart Card life cycle management issues including architecture evolution, operations, and human resources.
- Prepare a technology-neutral Smart Card implementation plan.

Task 4: Risk Analysis, Potential Funding, Legal Framework, and Regulatory Analysis

4.1 Potential Risks and Mitigation Strategy

The Contractor Shall:

- Identify key Project risks of the Smart Card strategy on a national level.
- Suggest risk mitigation scenarios, including those associated with both government-oriented and citizen-oriented aspects of the applications, in addition to risks related to the Project's operations and management.
- Provide quantitative financial implications of risk scenarios when possible. If it is not possible to provide such implications, the Contractor shall explain why.

4.2 Cost Analysis

The Contractor Shall:

- Provide indicative estimate for capital and operating costs of the overall Smart Card Project with the implied understanding that actual costs can only be determined after architecture is finalized and a vendor is selected.
- Provide the Government of Jordan with an order-of-magnitude projection of both near and long-term financial resources required. This item should be an estimate of the cost of the Project on the short and long term prepared in advance of the issuing of the Request for Proposals (RFP).

4.3 Ownership and Funding

The Contractor Shall:

- Prepare strategic recommendations for Project ownership and funding alternatives, for example Build Operate Transfer, public/private partnership, etc.

4.4 Legal Requirements

The Contractor Shall:

- Assess legal parameters necessary to ensure a sound legal basis for the Smart Card Project including, but not limited to: existing Jordanian laws, policies and decrees on privacy, electronic signature, legal intercept, etc.
- Recommend specific language for policy and/or legislative change including supporting rationale in support of the proposals.

4.5 Regulatory Analysis

The Contractor Shall:

- Prepare a review of Jordanian regulatory issues and discuss any laws or regulations that might impact the Project's viability or prognosis to move forward.

Deliverable: Contractor shall provide to the Grantee a report containing a comprehensive description of work completed, findings, and analyses for Tasks 3 and 4. The organization of the report shall be agreed with Ministry of Interior and the Ministry of Information and Communications Technology.

Task 5: Vendor Evaluation Criteria and RFP

5.1 Vendor Evaluation Criteria and RFP

The Contractor Shall:

- Assist the Grantee and MOICT in the development of the RFP that will define all of the Project requirements.
- Assist the Grantee and MOICT in the development of the evaluation criteria required for the RFP responses.

Deliverable: The Contractor shall deliver to the Grantee a draft RFP and evaluation criteria that has been developed in conjunction with the Grantee.

Task 6: Detailed Financial and Economic Analysis

6.1 Financial Analysis

The Contractor Shall:

- Prepare financial analysis to estimate the total cost to implement the proposed technical solution(s), including growth of the system to include new users and applications over time.
- Determine if the government's own allocated financial resources and external financial arrangements are sufficient to cover the cost of the Project through to the full implementation phase, including ongoing running costs.
- Consider the availability of equity and debt financing as well as the views of potential public and private financing organizations, such as the World Bank,

relevant regional multilateral development bank(s), Ex-Im Bank, OPIC and donor funds, public private partnership and other sources, as appropriate.

6.2 Economic Analysis

The Contractor Shall:

- Explore and report on any positive economic impacts that may be produced from the Project.
- Identify, and if possible, quantify, economic benefits resulting from the program. The assessment should be made to the best of contractor's internal abilities and utilizing existing subject matter expertise. An exhaustive econometric forecast and analysis is not required. Potential positive economic impacts may include:
 - ♦ Lowering incidence of fraud;
 - ♦ Improved lifecycle cost of ownership to government;
 - ♦ Improved economic efficiencies in provisioning of e-government services;
 - ♦ Direct job creation;
 - ♦ Secondary job creation; and
 - ♦ Other potential economic benefits or savings.

Deliverable: The Contractor shall supply to the Grantee a report incorporating all of the elements of this Task 6.

Task 7: Preliminary Environmental Impact Assessment

7.1 Preliminary Environmental Impact Assessment

The Contractor shall:

- Make a preliminary review of the Project's anticipated impact on the environment with reference to local requirements and those of multilateral lending agencies.
- Identify potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the Project moves forward to the implementation stage.
- Identify any steps that will need to be undertaken by the Project sponsor subsequent to the study's completion and prior to Project implementation.

Deliverable: The Contractor shall supply to the Grantee a Preliminary Environmental Assessment Report incorporating all of the elements of this Task 8.

Task 8: Development Benefit Assessment

8.1 Development Benefit Assessment

The Contractor shall report on the potential development impact of the Project in the Jordan. While particular focus should be paid to the immediate impact of the specific Project that is being considered, the Contractor shall include, where appropriate, any additional developmental benefits to the Project, including spin-off and demonstration effects. The analysis of potential benefits of the feasibility study contractor should be as concrete and detailed as possible. The development impact factors are intended to provide the Project's decision-makers and interested parties with a broader view of the

Project's potential effects on the host country. The Contractor shall provide estimates of the Project's potential benefits in the following areas:

- (1) Infrastructure: Contractor shall make its best estimate of whether the implementation of the Smart Card System would improve information flows within the government and between the government and its citizens. The analysis shall determine how the Smart Card will make information more generally available to economic actors, therefore improving infrastructure. The Contractor shall provide a statement on the infrastructure impact, at the centralized level of the national data repository and for each of the sector-specific applications.
- (2) Market- Oriented Reform: Contractor shall provide a description of any regulations, laws, or institutional changes that are recommended and the effect they would have if implemented.
- (3) Human Capacity Building: Contractor shall assess the number and type of local positions that would be needed to construct and operate the proposed Project, as well as the number of local people who would receive training. Describe the training program that local personnel should receive, if applicable.
- (4) Technology Transfer and Productivity Enhancement: Contractor shall provide a description of any advanced technologies that would be utilized as a result of the Project, and a description of any efficiency that would be gained. The discussion should include specific examples for typical government activities that would be affected by the Smart Card, such as processing times for various services.
- (5) Other: Describe any other developmental impacts or benefits that would result from the Project, for example, follow-on or replication projects, safer workplace, increased good governance or improved financial revenue flows.

Task 9: Final Report

9.1 The Contractor shall prepare and provide to the Grantee and to USTDA a Final Report in accordance with Clause I of Annex II of the Grant Agreement.

Each of the above tasks in this Terms of Reference must be distinctly set forth in the Final Report in a substantive and comprehensive manner, and shall include all corresponding deliverables, including any training materials provided to the Grantee. The Final Report, while aiming at optimum specifications and characteristics for the Project, shall also identify prospective U.S. sources of supply. Business name, point of contact, address, telephone, e-mail, and fax numbers shall be included for each source. The Final Report shall contain an executive summary and cover each of the itemized paragraphs described herein.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.